

**MAIL TO:**

STATE OF UTAH  
 DIVISION OF PURCHASING  
 3150 STATE OFFICE BUILDING, CAPITOL HILL  
 P.O. BOX 141061  
 SALT LAKE CITY, UTAH 84114-1061  
 TELEPHONE (801) 538-3026  
<http://purchasing.utah.gov>

**Invitation to Bid**Solicitation Number: **RF6055**Due Date: **11/02/05 @ 2:00 P.M.**

Date Sent: October 18, 2005

**Agency Contract**

Goods and services to be purchased: **PROVIDE JANITORIAL SERVICES - DIV. OF YOUTH CORR. COURT**

**Must complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		

The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, terms and conditions and specifications. Please review all documents carefully before completing.

The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes\_\_\_\_\_ No\_\_\_\_\_. If no, enter where produced, etc.\_\_\_\_\_

Offeror's Authorized Representative's Signature	Date
Type or Print Name	Position or Title

**STATE OF UTAH  
DIVISION OF PURCHASING  
GENERAL SERVICES**

**Invitation to Bid**

**Solicitation Number: RF6055**

**Due Date: 11/02/05**

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**Vendor Name:**

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Description
Provide janitorial services for the Department of Human Services, Division of Youth Corrections Court, located at 3522 South 700 West, Salt Lake City. See attached specifications for additional information. **** Pricing shall be provided on the attached sheet titled "Janitorial Bid Summary Sheet".

**Changes or Modifications to Procurement:**

**Any changes or modifications to this solicitation will only be accomplished in written addendum sent from the Division of Purchasing. Any other form is not binding. Bidders submitting a bid on any information other than which is contained in this solicitation document, or any addendum thereto, do so at their own risk.**

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**With questions regarding the specifications contact Kathy Baker at (801)538-3286.**

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Bid process questions (not related to the specifications) should be directed to Rosemary Frenchwood at (801)538-3147.

\*\*\*\*

This is an Invitation to Bid, therefore, you may either hand deliver or mail in your bid response. Bid responses that are faxed in will NOT be considered.

\*\*\*\*

This bid will result in an agency contract for a period of 5 years with no renewal options.

\*\*\*\*

Reference RX#: 810 100 64M8-9

## INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

**1. BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

**2. SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly addressed envelope, and delivered to the DIVISION OF PURCHASING (DIVISION), 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION.

**3. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

**4. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.

**5. SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.

**6. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**7. DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

**8. AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

**9. ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

**10. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

**11. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.

**12. GOVERNING LAWS AND REGULATIONS:** All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov).

(Revision 1 Mar 2005 - ITB Instructions)

## ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable

for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:  
1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Additional Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: July 5, 2005)

INVITATION TO BID  
RX 100 64M80000009  
SOLICITATION #: RF6055

The following is an Invitation to Bid, by the Division of Facilities Construction and Management (DFCM), to obtain a more quality driven contract for the JANITORIAL SERVICE for the Department of Human Services/Division of Youth Corrections Court, 3522 South 700 West, Salt Lake City, Utah.

**Area to be Serviced:**

DHS/DYC Courts  
3522 South 700 West  
Salt Lake City, Utah

~21,000 square feet

Contract Period:           One five (5) year contract

Bids will be evaluated on cost of services, provided that past experience of bidder and bidder's references are acceptable and the totals are above 80%.. These references will need to be from like buildings, such as office buildings, banks, etc. If you have done work for DFCM you will need to use the Facility Coordinators as part of your references.

Bidders shall provide a resume of their experience as well as current names, addresses, fax numbers and telephone numbers of ten (10) references to which the bidder has provided services during the past five years. We will use the top five (5) references for the evaluation. In addition, if bidders have worked at DFCM managed buildings, the respective DFCM Facility Coordinator(s) will be added to the references and will become part of this evaluation. We will also send it out to the building supervisor in which the bidder has performed work. You will need to contact these references and let them know they will be receiving an evaluation form. All bidders will need to have a minimum of five references.

**All bids under \$100,000.00 for the five year period will have the option of doing a performance bond for 100% of the yearly total or a letter of credit in the amount of 15% of the yearly total. All bids over \$100,000.00 for the five year period will need to supply a performance bond for the contracted yearly total. You will need to supply in your bid package a letter from a bonding company or a bank stating that your company can supply the performance bond or letter of credit upon being awarded the contract.**

A walk through will be scheduled as follows:

Date:                   Tuesday, November 1, 2005  
Time:                   9:30 a.m.  
Location:           DHS/DYC Court, located at 3522 South 700 West, Salt Lake City, Utah  
Contact:           For information relative to this bid, please call Kathy Baker, Contracts Coordinator, at 801-538-3286, or Nick Radulovich, Facilities Coordinator, at 801-238-7901.

The effective date of the new contract is January 1, 2006.

**SPECIFICATIONS FOR  
JANITORIAL SERVICE CONTRACT  
DEPARTMENT OF HUMAN SERVICES/DIVISION OF YOUTH CORRECTIONS COURT  
RX 100 64M80000009  
Solicitation Number RF6055**

This specification details the requirements to be followed in providing janitorial services as itemized below. Failure to fully comply to all of the following specifications may be basis for the automatic rejection and disqualification of the entire proposal. The building for which services shall be provided is:

DHS/DYC Courts	~21,000 square feet
3522 South 700 West	
Salt Lake City, Utah	

These specifications are minimum requirements and must be met in every respect unless otherwise specifically stipulated to in writing by the State of Utah, Department of Administrative Services, Division of Facilities Construction and Management, hereinafter referred to as Division.

**SPECIFIC STIPULATIONS**

**I. Exempt Areas**

Areas specifically exempt from cleaning are not included in the listed square footage figures. These specific areas are:

Supply and Storage Areas  
Mechanical and Equipment Areas

**II. Security**

1. Each workperson shall be uniformed in a common uniform representing and identifying the contractor. Workpersons and supervisors shall at all times wear this identifying uniform on the premises.
2. There will be no visitors (friends, children, etc.) of workpersons allowed on the premises during working hours.

**III. Safety**

1. The contractor shall make every effort to protect and keep safe anyone in the facilities while janitorial services are being performed.
2. The contractor shall provide and use safety barriers, signs, etc. when doing floor or overhead work to properly block off unsafe areas and warn and protect from hazard all passersby. The contractor shall provide all safety apparatus necessary to protect employees so they may operate equipment safely. The contractor is further obligated to ascertain that all equipment is operated safely and according to current OSHA standards.

3. The contractor shall be responsible for the safe operation of all equipment before allowing them to use said equipment.
4. The Contractor shall be responsible for insuring that they and their employees are in compliance with the requirements of the Federal Regulations 29 CFR 1910.1030 Bloodborne Pathogens Standard.
5. Building keys shall be picked up at the beginning of each shift and upon completion of each days work returned to Protective Services by Contractor's supervisors. All key replacements, for broken, lost or stolen keys, shall be charged to the Contractor. Cost to rekey building(s), including new bitting codes, due to lost, misplaced or stolen keys by the Contractor, will be the responsibility of said Contractor. Contractor will be responsible for property which is stolen during the time period it takes to rekey the building(s).

**IV. Supplies**

1. All chemicals used will be properly labeled by the contractor and shall be approved in writing by the Division. A list of all chemicals to be used shall be submitted in writing for approval by the Division at least fifteen (15) days before beginning the work. All chemicals used must have a Materials Safety Data Sheet (MSDS) attached and MSDS sheets must be maintained on premises.
2. All washroom and toilet supplies such as paper and cloth towels, hand soap, toilet paper, light plastic deodorant blocks, etc., shall be supplied by the Division and installed by the contractor. Garbage can liners will be supplied by the Contractor.
3. The contractor shall maintain an accurate perpetual inventory of all materials turned over to him and shall keep records of the rate of usage of these supplies.

**V. Employee Performance**

Certain conduct cannot be tolerated on the premises. The contractor shall enforce these conduct requirements strictly such as, but not limited to:

1. Theft, abuse or misuse of supplies or equipment contained in facility;
2. Verbal or physical abuse of any person, either employee, visitor or otherwise;
3. Use of, or displaying the effect of, alcohol or drugs during work hours;
4. Failure to follow specific security instructions;
5. Deliberate or habitual failure to follow safety instructions;
6. Consistent failure to wear the proper designated work uniform in a clean, well-maintained condition;



7. All "*No Smoking*" ordinances, rules and policies shall be strictly observed in facility included in this janitorial contract.

**VI. Equipment**

1. All high grade equipment used shall be supplied by the contractor. Only commercial vacuums, cleaners and buffers which thoroughly clean, polish and buff shall be used.
2. Equipment shall be kept in good repair. Equipment which is in such a state of repair as to potentially damage either the structure or anything therein shall not be used or allowed on the premises, i.e.: defective or missing bumper cords, housing covers, etc.

**VII. Extra**

1. Other services may be requested as necessary. The cost of all extra services shall be negotiated between the parties, unless stipulated in the proposal. The cost of labor shall be based on the per hour cost established for the contract, unless otherwise agreed to. The base rate for this contract is minimum wage.

**VIII. Special Work Required**

1. The contractor shall coordinate with the Division's representative so as to perform all work under this contract without disrupting normal facility function.
2. As part of this contract, the Contractor shall provide cleanup services after any function scheduled, including cleaning up of debris, spot cleaning floor, spilled drink cleanup, putting away any equipment used for the function and buffing or vacuuming floor in the area. These services shall be provided prior to 8:00 a.m. the following day. These services shall be performed after the scheduled function in lieu of providing full services in the affected areas before the function.

**IX. Work Performed**

1. The contractor shall provide sufficient workmen on a five (5) day a week basis, Monday through Friday, to adequately perform the work. Work shall be accomplished between the hours of 5:30 p.m. and 9:30 p.m. Authorized state holidays shall be excluded. A time clock will need to be put into the building and each employee will need to sign in and out each work day. The contractor shall provide the original time cards to verify hours worked. All original time cards and sign-in sheets shall be submitted to Division by contractor with payment invoices. All invoices will cover one month period from the first day through the end of the current month. Time cards will need to be submitted from the first to the last day of the month worked.
2. The contractor shall provide the following man-hours daily:

7 hours minimum daily

If the contractor fails to provide the labor man-hours established, the number of hours shorted shall be deducted from contract payment.

3. Tenant requests shall be made through the Division representative, except for minor cleaning requests which may be made directly to the workperson using a communication system jointly agreed upon by the Division and the contractor.
4. All resilient floors shall be stripped and waxed, as requested, using a polymer interlock wax. The specific floor stripping procedure, intended to provide a complete strip, even seal and re-wax with no wax buildup, shall be prepared by the successful vendor.
5. All carpet, especially in traffic areas, shall be spot cleaned daily. Carpeting in high traffic areas shall be cleaned using the bonnet method as needed or upon request.

**X. Schedule of Performance**

This schedule itemizes, by frequency category, the tasks expected in the regular cleaning of the facility, and shall be the minimum acceptable performance. The days of performance of non-daily tasks have been defined to allow more efficient inspection of task performance. The contractor shall provide a detailed schedule of the task or area to be serviced on a given date.

Changes in the frequencies, or days of performance of any duty, shall be made by mutual agreement with the Division and shall be specified in writing.

**Daily Duties**

- Empty all trash containers;
- Dust mop or vacuum hallways and entries;
- Spot clean hallway walls;
- Clean and polish drinking fountains;
- Clean entry glass;
- Clean all entries at least five (5) feet beyond drip line;
- Empty and thoroughly clean ashtrays and sand urns;
- Re-set chairs to standard positions in meeting rooms;
- Spot clean all carpet;
- Wipe down lunchroom and breakroom tables and chairs;
- Clean conference tables;
- Clean sinks and counter tops in office kitchen areas;
- Clean restroom mirrors;
- Clean restroom fixtures;
- Clean restroom floors;
- Wet mop restroom floors and keep sealed and polished as needed;
- Clean restroom walls and partitions;
- Furnish and stock feminine hygiene products in dispensers located in women's restrooms;
- Keep area around trash dumpster clean;
- Broom in front of all entrances five (5) feet beyond drip line;
- Shake and clean all entry walk-off mats;
- Turn off all lights;

Secure building at 6:00 p.m.;  
Lock all interior and exterior doors at completion of work;  
Final lockup at 9:30 p.m. and setting alarms as required.

**Every Other Day Duties**

Spray buff all tile floors.

**Monday, Wednesday and Friday Duties**

Vacuum all offices;  
Hand broom corners in corridors and halls;  
Spot clean office and hall walls;  
Clean around light switches;  
Clean doors and door frames;  
Damp mop computer rooms with water only;  
Sanitize restroom fixtures, floors, walls and partitions;  
Hand broom corners in corridors and stair banisters;  
Polish bright work areas often touched;  
Clean and polish all handrails and banisters.

**Weekly Duties (Same Day Each Week)**

Broom outside steps and landing areas to base of stairs;  
Vacuum traffic areas;  
Vacuum all upholstery (chairs and couches);  
Dust furniture;  
Dust and clean window sills;  
Dust and clean mopboards;  
Dust and clean tops of partitions;  
Clean all janitorial equipment and janitorial closets.

**Monthly Duties (First Working Day Each Month)**

Damp wipe all vinyl chairs and couches in offices, conference rooms and halls;  
Dust all surface areas as necessary, clearing cobwebs, etc.

**Quarterly Duties (January 15, April 15, July 15, October 15)**

Dust and vacuum all air diffusers and grills;  
Scour clean all office and hall trash containers.

**Semi-Annual Duties**

Clean and treat all vinyl, leather, and upholstery chairs and couches;  
Vacuum draperies;  
Strip and re-finish floors or as needed;  
Clean all partition glass (or as needed);  
Clean levelor blinds - April and November;  
Clean exterior and interior windows, April 15-May 15 and October 15-November 15, making certain all windows are locked and secure at completion of work. Proper safety equipment shall be worn by Contractor's employees during all phases of window cleaning. Safety methods are to be approved by Facilities Coordinator and meet OSHA standards prior to performing this duty.

XXX

**JANITORIAL BID SUMMARY SHEET**  
**SOLICITATION # RF6055**  
**RX 100 64M80000009**

BUILDING:  
DHS/DYC Courts  
3522 South 700 West  
Salt Lake City, Utah

SUBMITTED BY:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**1. CONTRACT**

Cost for janitorial service in adherence to all contract documents and work schedules shall be:

DHS/DYC Courts Building:

1st Contract Year	\$ _____	4th Contract Year	\$ _____
2nd Contract Year	\$ _____	5th Contract Year	\$ _____
3rd Contract Year	\$ _____		

Total cost for 5 years    \$ \_\_\_\_\_

Payments shall be made in monthly installments. Contractor's billing shall be submitted to the Division within five (5) days following each periods completed work, **along with the timesheets for that period**. A complete breakdown of all costs for labor, equipment, overhead, profit, other, etc. for each year may be requested.

**2. CONTRACT LABOR**

For extra work, unscheduled emergency or additional services not included in the above quoted price, the rate per hour (including all loaded payroll costs) and markup will be as follows:

Building Supervisor	\$ _____	Lead Person	\$ _____
Porter or Matron	\$ _____	Janitor	\$ _____
Floor Person	\$ _____	Utility	\$ _____
Other	\$ _____	Other	\$ _____